

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
EASTERN DIVISION**

**CORBET JONES AND
CYNTHIA ANN JONES**

PLAINTIFFS

V.

CIVIL ACTION NO. 2:22-CV-93-KS-MTP

**JONES COUNTY, MS; SHERIFF JOE
BERLIN; DEPUTY JAMES MANN; SGT.
JESSE JAMES; DEPUTY COLTON
DENNIS; UNKNOWN DEPUTIES
OF THE JONES COUNTY SHERIFF 1-5;
DONNIE SCOGGIN; AND
CAROL JOHNSTON**

DEFENDANTS

**STATE OF MISSISSIPPI
COUNTY OF JONES**

AFFIDAVIT OF JOHN CHIOCO

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within-named **JOHN CHIOCO**, who, having been first duly sworn by me, states on oath the following:

1. My name is JOHN CHIOCO, and I am the Vice-President of Professional Services of South Central Regional Medical Center. I have personal knowledge of the facts set forth in this affidavit and am competent to testify as to the matters stated herein.

2. I have reviewed the allegations asserted in Plaintiffs' Complaint in the above-referenced action and note that at issue is the care provided by Donnie Scoggin to an inmate at the Jones County Adult Detention Center in 2020 and 2021.


3. South Central Regional Medical Center is an instrumentality of Jones County, Mississippi, a political subdivision of the State of Mississippi, operated by a Board of Trustees appointed by a governmental authority.

4. During the relevant time period, South Central Regional Medical Center provided certain healthcare services to adults incarcerated at the Jones County Adult Detention Center pursuant to the attached Agreement for the Provision of Healthcare Services. See attached **Exhibit 1**.

5. South Central Regional Medical Center hired Donnie Scoggin on or about May 4, 1981, and he has continuously been so employed to the present time. At all times relevant to Plaintiffs' allegations, Donnie Scoggin was employed by and acting within the course and scope of his employment as a nurse practitioner at South Central Regional Medical Center.

6. To my knowledge, South Central Regional Medical Center did not receive a required pre-suit notice of claim regarding this matter as required Miss. Code Ann. §11-46-11.

FURTHER, affiant saith not.



JOHN CHIOCO

SWORN TO AND SUBSCRIBED BEFORE ME, this the 6th day of **October, 2022**.



NOTARY PUBLIC

My Commission Expires:



AGREEMENT FOR THE PROVISION OF HEALTHCARE SERVICES

RECITALS

WHEREAS, South Central Regional Medical Center is a Mississippi community hospital authorized to offer preventive and other healthcare services including wellness services and clinics, and to promote, develop and institute any other services having an appropriate place in the operation of a community hospital offering complete community healthcare; and

WHEREAS, SCRMC has developed a team of specialists experienced in the offering and provision of such services; and

WHEREAS, Jones County Sheriff's Office (JCSO), in furtherance of the health benefits to the adults being incarcerated in the Jones County Adult Detention Center (JCADC) desires to retain SCRMC to provide certain healthcare services; and

WHEREAS, SCRMC and JCSO agree that no services shall be provided pursuant to this Agreement except in accordance with applicable federal, state and local laws and regulations governing the provision of such healthcare services by hospitals; and

WHEREAS, SCRMC proposes to extend certain healthcare services to the adults detained in the JCADC with maximum efficiency consistent with community standards in accordance with the terms of this agreement, and the parties wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and obligations set forth in this Agreement, the parties agree as follows:

1. TERM/CANCELLATION

The initial term of this Agreement shall be for one year beginning on ~~APRIL 16, 2018~~¹⁸ At the expiration of the initial term, this Agreement shall continue in effect for continuous one-year terms until cancelled in writing by either party. Cancellation shall be effected by a thirty-day advance written notice of the other party of the intent to terminate the Agreement.

2. OBLIGATIONS AND SERVICES

SCRMC shall provide to JCSO at the JCADC in Ellisville, Mississippi, in a manner consistent with good business practices and professional healthcare standards and in a manner to promote the health

and well-being of the adults detained in the JCADC the healthcare services described below, subject to the obligations of JCSO as set forth below:

a. On-Site Clinic

Develop and provide an on-site medical clinic, owned by South Central Regional Medical Center and operating under the name, "South Central at JCADC", to provide easy access to adults detained at JCADC with clinic hours provided up to eight (8) hours on an agreed upon weekday of each week of the Agreement. The specific operating clinic hours, as well as the number of clinic hours per day, will be subject to review and modification by written agreement of both parties. The clinic shall be staffed by a Nurse Practitioner and shall provide services to the adults of JCADC in a completely confidential manner.

SCRMC shall bear sole responsibility for payment of compensation to on-site clinic staff (Nurse Practitioner) and SCRMC shall comply with all laws, rules and regulations applicable to SCRMC's relationship with on-site clinic staff. SCRMC shall pay and report, or cause to be paid and reported, for all on-site clinic staff assigned to the performance of services, federal and state income tax withholding, social security taxes, and unemployment insurance applicable to such personnel as employees of SCRMC. SCRMC shall be solely responsible for any health or disability insurance, retirement benefits, or other welfare or pension benefits to which on-site clinic staff (Nurse Practitioner) may be entitled. JCSO shall not be responsible or liable for any payroll taxes, unemployment insurance premiums, benefits, workers compensation payments or other amounts payable with respect to on-site clinic staff. SCRMC shall procure and maintain workers' compensation coverage sufficient to meet the statutory requirements for staff assigned to perform clinic services.

The Nurse Practitioner will be an employee of SCRMC and will be covered under the self-insured status of SCRMC as certified by the Mississippi Tort Claims Board as well as covered under the workers' compensation policy of SCRMC. The cost incurred for said coverage will be the responsibility of SCRMC. The Nurse Practitioner will be monitored by a physician employed by SCRMC who specializes in family medicine. Any healthcare providers working at the clinic site will have access to the South Central Regional Medical Center Health System Network of off-site medical professionals and services. SCRMC will provide assistance to JCSO in the promotion of the clinic and the other wellness services to be provided to adults of JCADC pursuant to this agreement. All clinic medical records, written or electronic, will remain the property of SCRMC.

SCRMC will provide its own computers and exam tables. Any other equipment utilized by SCRMC will be owned by JCSO.

SCRMC will conduct background checks and drug screening on the nurse practitioner at the JCSO clinic. SCRMC will provide backup staff for the on-site team members in the event of illness or other unforeseen, extended absences of the regular on-site employees.

SCRMC shall have the authority to determine the personnel that will be assigned to work at the JCSO clinic, but JCSO shall be provided a reasonable opportunity to interview and approve the assigned personnel prior to start up. SCRMC will assign only qualified personnel who are permitted by applicable laws, rules and regulations to perform the

planned services. In the event JCSO determines that any of the assigned personnel are not acceptable, then SCRMC shall assign other qualified personnel acceptable to JCSO. In the event JCSO, for good cause, is not satisfied with the performance of a member of the on-site team, then JCSO shall notify SCRMC and SCRMC shall, as soon as reasonably practicable, assign other qualified personnel reasonably acceptable to JCSO in the place of the objectionable employee. If JCSO, reasonably and after consultation with SCRMC, determines at any time that the continued presence of any of the personnel at the JCSO clinic would be detrimental to the safety or health of adults of JCADC, then SCRMC shall immediately terminate such personnel's assignment to the clinic and provide a qualified replacement. SCRMC shall be responsible for any costs and expenses incurred in connection with supplying the replacement personnel and familiarizing the replacement personnel with the status and performance of the services offered at and through the JCSO clinic.

SCRMC and the Nurse Practitioner, or other on-site clinic staff, will have appropriate experience and expertise in providing the planned services, will meet all applicable accreditation standards, will possess all licenses and permits required by applicable law to perform the services in the State of Mississippi, and none of the foregoing licenses or permits shall have ever been denied, suspended, revoked, terminated, or voluntarily relinquished under threat of disciplinary action or restricted in any way.

SCRMC covenants not to use the clinic premises, or permit any on-site clinic personnel to use or conduct any activities at the clinic for any purpose other than the performance of the services defined in this Agreement. Clinic staff will observe security, safety and other policies of JCSO.

b. Insurance

SCRMC shall maintain its status as a certified self-insured approved on an annual basis by the Mississippi Tort Claims Board. Under Mississippi law, MISS. CODE ANN. §11-46-15, liability from claims or suits for damages against a governmental entity, such as SCRMC, or its employees, does not exceed \$500,000.00.

Nurse Practitioners and other clinical staff providing the clinic services are likewise provided the same coverage and liability limits under the Mississippi Tort Claims Act. SCRMC shall continue to provide workers' compensation coverage in amounts required under Mississippi law for its Nurse Practitioners and all other clinic personnel and staff providing services at the JCSO clinic.

3. PURPOSE

SCRMC and JCSO agree that the goal of the provision of healthcare services to adults of JCADC by SCRMC is to provide as many preventive and urgent care services as possible at the on-site clinic in order to reduce JCSO's healthcare costs.

4. COMPENSATION

The parties acknowledge that all fees and costs as set forth herein are consistent with fair market value in an arm's length transaction. The parties further agree that neither this Agreement nor

the compensation to be paid by JCSO to SCRMC is conditioned upon any requirement that either party make referrals to, or be in a position to make or influence referrals to or otherwise generate business for, the other party. There is no agreement, explicit or otherwise, to pay for, solicit or induce referrals of business.

5. ADDITIONAL OBLIGATIONS OF JCSO

SCRMC will provide input and an electronic medical records system and will be responsible for monthly costs associated with the operation and maintenance of the electronic medical record. All costs for clinical supplies, lab expenses, necessary medical equipment, salary and benefits of Nurse Practitioner, and clinic start-up expenses together with a 5% (of all such costs, fees and expenses) management fee shall be paid to SCRMC on a monthly basis as incurred. It is agreed that the management fee shall be reduced by any reimbursement from inmate's valid health insurance policy, if available. SCRMC agrees that any services that exceed \$1,000.00 shall be submitted for pre-approval by the JCSO purchasing department. A copy of a sample monthly invoice is attached to this Agreement. The monthly invoice will provide line item detail.

6. COMPLIANCE WITH LAW

Each party represents and warrants that its officers, directors, employees, agents and affiliates will conduct their respective activities and services contemplated hereunder in accordance with all applicable provisions of federal and state laws and regulations in a professional manner throughout any term of this Agreement.

7. INDEPENDENT CONTRACTOR STATUS

The parties agree and acknowledge that employees of SCRMC shall not be employees of JCSO for any purposes hereunder, and employees of JCSO shall not be employees of SCRMC for any purposes hereunder. In the performance of services under this Agreement, it is agreed and understood that SCRMC and its employees are, at all times, acting and performing as independent contractors and nothing contained herein shall create any agency, joint venture, partnership or employer/employee relationship between SCRMC and JCSO.

8. NON-DISCRIMINATION

Each party, and their employees, shall comply with all applicable federal and state laws regarding discrimination based upon race, creed, religion, national origin, gender or disability.

9. ASSIGNMENT

Neither party shall have the right to assign this Agreement without the prior written consent of the other party. Any attempted assignment of this Agreement in violation of this section shall be null and void and without any effect.

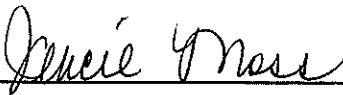
10. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or entity other than the parties hereto, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third-party beneficiaries or otherwise, and all terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties to this Agreement.

11. AMENDMENTS


This Agreement may be modified or amended on by mutual agreement of the parties, provided that, before any modification shall be operative or valid, it shall be reduced to writing and signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

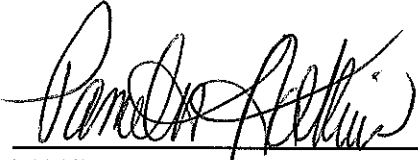


WITNESS

South Central Regional Medical Center

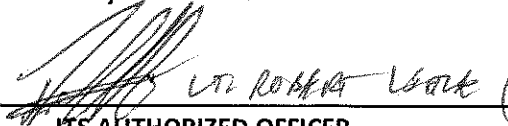
By: 

G. DOUGLAS HIGGINBOTHAM
President/CEO



WITNESS

Jones County Sheriff's Office

By: 

ITS AUTHORIZED OFFICER (SO-13)

INVOICE

Invoice		Invoice Number: _____ Date: _____
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To: Jones County Sheriff's Office Attention: Accounts Payable Laurel, MS 39440	From: Accounting Department Shelia Morris Phone: (601) 399-6142 Fax: (601) 399-6253
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QTY.	DESCRIPTION	UNIT PRICE	TOTAL
	Salaries: Nurse Practitioner	xxx,xx	xxx,xx
	Salaries: LPN		
	Supplies	xxx.xx	xxx,xx
SUB TOTAL			xxx,xx
	Management Fee @ 5%		xxx,xx
TOTAL DUE			\$xxx.xx

To ensure proper posting of your payment, please write
account # 1430.0003 on your check. Thank you!